



**Consulting and Technical Services (CATS)  
Task Order (TO) Request for Proposals (TORFP)**

**Emergency Numbers Consulting Services**

**CATS TORFP PROJECT ADPICS#**

**Q00P6211843**

**Maryland Department of Public Safety & Correctional Services  
Emergency Numbers Systems Board**

**ISSUE DATE: May 30, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master TO Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master TO Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per reasons identified in the Notice to master Contractors. In addition to the requirements of this TORFP, the Master TO Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Emergency Numbers Consulting Services
Functional Area:	FA10 Management Consulting Services
TORFP Issue Date:	Monday, May 30, 2006
Closing Date and Time:	Monday 06/12/ 2006 at 11:00 AM
TORFP Issuing Agency:	Department of Public Safety and Correctional Services Emergency Numbers System Board
Send Questions and Proposals to:	Joselyn Hopkins Office Phone Number: 410-585-3116 Office FAX Number: 410-358-8671
TO Procurement Officer:	Joselyn Hopkins Office Phone Number: 410-585-3116 Office FAX Number: 410-358-8671
TO Manager:	Gordon Deans Office Phone Number: 410-585-3019  <a href="mailto:gdeans@dpscs.state.md.us">gdeans@dpscs.state.md.us</a>
TO Project Number:	Q00P6211843
TO Type:	Fixed price
Period of Performance:	4 months
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Public Safety & Correctional Services (DPSCS) 115 Sudbrook Lane, Suite 201 Pikesville, MD 21208
TO Pre-proposal Conference:	Department of Public Safety & Correctional Services (DPSCS), Information Technology & Communications Division (ITCD), 6776 Reisterstown Road, Suite 200 Baltimore, Maryland 21215 Monday 06/05/2006 at 11:30 AM

## NOTICE TO MASTER TO CONTRACTORS

All CATS Master TO Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master TO Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per reasons below. If you have chosen not to propose to this TORFP, you must complete and email this notice to [jhopkins@dpscs.state.md.us](mailto:jhopkins@dpscs.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Emergency Numbers Consulting Services
TORFP Project Number:	Q00P6211843

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other:\_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master TO Contractor

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master TO Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master TO Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master TO Contractor, which will bind the selected Master TO Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the DPSCS e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The “subject” line in the e-mail submission shall state the TORFP ADPICS PO # Q00P6211843. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP ADPICS PO # Q00P6211843 Technical”. The second file will be the financial response to this CATS TORFP and titled, “CATS TORFP ADPICS PO # Q00P6211843 Financial”.

### **1.4 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master TO Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. TO Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to CATS MASTER RFP Section 1.9 for additional information.

## **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master TO Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master TO Contractor's TO Proposal under COMAR 21.06.02.03B.

Master TO Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master TO Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.6 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28 ( C ) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## **1.7 ABBREVIATIONS AND DEFINITIONS**

For the purposes of this TORFP, the following abbreviations or terms have the meaning indicated below:

- a. Board - Emergency Number Systems Board
- b. COMAR- Code of Maryland Regulations
- c. Contract Manager- The State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the contract. The Department's Contract Manager is identified in Section 1.3.
- d. Department- The Department of Public Safety and Correctional Services
- e. ENSB – Emergency Number Systems Board
- f. IP - **Internet Protocol**, a packet-based protocol for delivering data across networks
- g. PHASE II – Providing ANI (Auto Number Information) and ALI (Auto Location Information) of the wireless/cellular caller to the 9-1-1 emergency call taker.
- h. PSAP – Public Safety Answering Point
- i. REMOTEABILITY – The ability to provide connectivity to or from remote locations

- j. TELEMATICS – Integration of wireless communications, vehicle monitoring systems, and location devices.
- k. VoIP – Voice over Internet Protocol



## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE & BACKGROUND**

#### **2.1.1 PURPOSE**

Due to advent of new technologies that access 9-1-1 and the increasing technical nature of such equipment, the Emergency Number Systems Board seeks consulting services to assist in the development of long-term systems plans and implementation methodologies, utilizing cost effective strategies and processes, for emergency number systems in Maryland. These new technologies can encompass, but are not limited to, statewide/local mapping strategies. Phase II deployment and enhancement, delivery of “Voice over the Internet” 9-1-1 calls, Telematics, video imaging, text/data messaging, Intelligent Highway System information, network security, dynamic routing, information storage/retrieval and analysis systems, interoperability of systems, remoteability, and IP based PSAP operations.

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

The Emergency Number System Board coordinates the enhancement of County 9-1-1 systems through the provision of advice, guidance, fiscally responsible funding, and infrastructure and auditing support. In cooperation with the counties, the Board works to ensure that Maryland PSAPs have the appropriate, technologically advanced system to effectively and efficiently respond to requests for emergency services from Maryland residents and visitors. Due to the advent of new technologies that access 9-1-1 and the increasing technical nature of such equipment, the Emergency Number Systems Board seeks consulting services to assist in the development of long-term systems plans and implementation methodologies, utilizing cost effective strategies and processes, for emergency number systems in Maryland.

### **2.2 TECHNICAL REQUIREMENTS**

- A. Development of strategies, cost projections, guidelines/standards, and implementation plans in which the:
  - 1. TO Contractor will advise the Board relative to its options to ensure evaluation and integration of existing systems and evolving technologies.
  - 2. TO Contractor will provide the Board with recommendations for opportunities to improve operational readiness of Maryland’s 9-1-1 systems and an implementation plan for integration of “Next Generation” technologies.
  - 3. TO Contractor will provide the Board with recommendations for opportunities to ensure cost effective and efficient procurement of equipment and services.
- B. Development of a process to evaluate the efficiency and cost effectiveness of project proposals submitted by Maryland counties for Board funding (the Board provides grant funding for technological enhancements of county 9-1-1 systems). The following will be considered in the formulation of a written response.
  - 1. TO Contractor will review projects for consistency with industry standards.

2. The TO Contractor will review if the project scope is effectively scaled relative to PSAP operations and if the proposed cost is reasonable, based on industry standards for similar equipment.
  3. The TO Contractor will review if the proposal provides for adequate back-up capability.
  4. The TO Contractor will review the project to determine if adequate back- up and operational considerations have been provided for other primary and secondary PSAPs.
- C. The TO Contractor will provide the Board with recommendations as to industry best practices or standards, legislative initiatives, funding alternatives, and network design that will enhance 9-1-1 service in Maryland.
  - D. The TO Contractor will assist in the review and evaluate 9-1-1 enhancement proposals.
  - E. The TO Contractor will assist in the review and evaluate monthly 9-1-1 surcharge submissions.
  - F. Using the Microsoft Office Suite, the TO Contractor will produce, at a minimum, monthly written progress reports in response to all of the above, in both “hard” and “electronic” copies sent to:
 

Office of the ENSB Executive Director  
115 Sudbrook Lane – Suite 201  
Pikesville, Maryland 21208
  - G. The TO Contractor will meet with the Board on a bi-monthly or as needed/requested basis to review “scope of work” progress.
  - H. The TO Contractor will be prepared to make formal presentations to the Board and public, as requested, concerning “scope of work” progress or related informational issues (the Board meets monthly).
  - I. The implementation plan and cost projections for the integration of “Next Generation” 9-1-1 technologies is due by October 17, 2006, to include a presentation to the Board on October 26, 2006.
  - J. The TO Contractor must be prepared to travel throughout the State of Maryland to conduct project reviews, system evaluations, briefings, presentations, and any other needs as required to complete the “scope of work”.

### **2.2.1 DOCUMENTATION REQUIREMENTS**

The TO Contractor shall provide all reports and plans for the Board using Microsoft Office Suite 2000 in a hard copy and electronic copy on CD unless otherwise directed by the State agency. Eighteen (18) copies are required for Board review.

During any performance period, the Board, State, or designee shall review the functionality and integration plan and services to ensure that the requirements of the applicable contract and any internal requirements determined by

the Board have been met. Any system and services must be available for unrestricted use by the Board's staff and other applicable users. Effectiveness of reports, plans, systems, and services shall meet the objectives listed herein as defined in the Contract, and subsequent plans. Should the Board encounter performance problems or discover specifications have not been met by the reports, plans, systems, and services, the TO Contractor shall rectify the performance problem or complete the specification to the Board's satisfaction at no additional cost to the Agency within two (2) weeks or as directed and approved by the Project Manager.

## **2.3 DELIVERABLES**

Expected completion of all deliverables of is 109 business days after issuance of a Notice to Proceed (NTP).

For each written deliverable described below, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, and/or Visio 2000.

Drafts of all final written deliverables are required at least ten days in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 5). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 5). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities.

Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal, and
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required written and performance deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

## **2.4 TO CONTRACTOR TASKS**

2.4.1. Deliverable 1. Meet with DPSCS/ENSB team to:

- Review DPSCS/ENSB business rules, policies, corporate documentation, and operational requirements necessary to provide strategies, cost projections, guidelines/standards and implementation plans,
- Establish a project acceptance plan and time-line for DPSCS approval and,

2.4.2 Deliverable 2. Provide the Board with recommendations for opportunities to improve operational readiness of Maryland's 9-1-1 systems and implantation plan for integration of "Next Generation" technologies.

2.4.3 Deliverable 3. Provide the Board with recommendations for opportunities to ensure cost effective and efficient procurement of equipment and services.

2.4.4 Deliverable 4. Develop process to evaluate the efficiency and cost effectiveness of project proposals submitted by Maryland counties for Board funding (the Board provides grant funding for technological enhancements of county 9-1-1 systems). The following will be considered in the formulation of a written response.

2.4.5 Deliverable 5. Review projects for consistency with industry standards.

2.4.6 Deliverable 6. Review if project scope is effectively scaled relative PSAP operations and if the proposed cost is reasonable, based on industry standards for similar equipment.

2.4.7 Deliverable 6. Provide the Board with recommendations as to industry best practices or standard, legislative initiatives, funding alternatives, and network design that will enhance 9-1-1 service in Maryland.

2.4.8 Deliverable 7. Assist in the review and evaluate 9-1-1 enhancement proposals.

2.4.9 Deliverable 8. Assist in the review and evaluate monthly 9-1-1 surcharge submissions.

2.4.10 Deliverable 9. Produce, at a minimum, monthly written progress reports.

2.4.11 Deliverable 10. Meet with the Board on a bi-monthly or as needed/requested basis to review "scope of work" progress.

- 2.4.12 Deliverable 11. Make formal presentations to the Bard and public, as requested, concerning “scope of work” progress or related information issues (the Board meets monthly).
- 2.4.13 Deliverable 12. Implementation and cost projections for the integration of “Next Generation” 9-1-1 technologies.

## 2.5 DELIVERABLE/DELIVERY SCHEDULE

ID	Deliverables	Expected Completion Periods of Performance:
2.2.6.1	Deliverable 1	NTP + 5 Calendar Days
2.2.6.2	Deliverable 2	NTP + 30 Calendar Days
2.2.6.3	Deliverable 3	NTP + 40 Calendar Days
2.2.6.4	Deliverable 4	NTP + 45 Calendar Days
2.2.6.5	Deliverable 5	NTP + 50 Calendar Days
2.2.6.6.	Deliverable 6	NTP + 60 Calendar Days
2.2.6.7	Deliverable 7	NTP + 60 Calendar Days
2.2.6.8	Deliverable 8	NTP + 60 Calendar Days
2.2.6.9	Deliverable 9	Monthly
2.2.6.10	Deliverable 10	Bi-Monthly
2.2.6.11	Deliverable 11	Monthly
2.2.6.12	Deliverable 12	NTP + 109 Calendar Days

## 2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at:

[www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.

C) The State Information Technology Project Oversight at:  
[www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.

D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) -  
keyword: MTAF Guiding Principles.

The TO Contractor shall follow the project management methodologies that are consistent with the industry standard practices, techniques, and approaches, as defined in the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PMBOK). For references see: [www.pmi.org](http://www.pmi.org).

TO Contractor's staff and sub-Contractors are to follow a consistent methodology for all TO activities.

## **2.7 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED**

Personnel proposed for this engagement by TO Contractor must:

- Have eight (8) years of experience in operations research.
- Have five (5) years experience in conducting quantitative analysis using operations research tools or other quantitative techniques.
- Must have demonstrated ability to perform Information Technology (IT) recommendations based on long-term IT organization strategy.
- Must have demonstrated ability to provide consulting services for 9-1-1 technology implementation services

## **2.8 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The TO Contractor shall be capable of furnishing all necessary personnel and services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house.

## **2.9 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in accordance with the following table:

The Department shall access a retainage fee of twenty percent (20%) of each invoice pending satisfactory completion of all contractual items.

<b>ID</b>	<b>Deliverables for 2.2.3</b>	<b>Expected Completion:</b>	<b>Payment Schedule based on milestone completion Section 2.2.6</b>
2.2.6.1	Deliverable 1	NTP + 5 Calendar Days	20% retaining pending satisfactory completion of all contractual terms
2.2.6.2	Deliverable 2	NTP + 30 Calendar Days	
2.2.6.3	Deliverable 3	NTP + 40 Calendar Days	

		Days
2.2.6.4	Deliverable 4	NTP + 45 Calendar Days
2.2.6.5	Deliverable 5	NTP + 50 Calendar Days
2.2.6.6	Deliverable 6	NTP + 60 Calendar Days
2.2.6.7	Deliverable 7	NTP + 60 Calendar Days
2.2.6.8	Deliverable 8	NTP + 60 Calendar Days
2.2.6.9	Deliverable 9	Monthly
2.2.6.10	Deliverable 10	Bi-Monthly
2.2.6.11	Deliverable 11	Monthly
2.2.6.12	Deliverable 12	NTP + 109 Calendar Days

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

## **2.10 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Public Safety and Correctional Services as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any sub-Contractor and signed Acceptance of Deliverable form – Attachment 6, for each deliverable being invoiced) submitted for payment to the Department of Health and Mental Hygiene at the following address: Department of Public Safety and Correctional Services (DPSCS), Accounts Payable, 6776 Reisterstown Road, Suite 209, Baltimore, MD 21215.
- C) Invoices for final payment shall be clearly marked as “FINAL” and

submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.11 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct a progress conference within 10 days of the NTP, and every 10 days following until the end of the project. A project progress report shall be submitted within 1 day of the progress conference in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the work period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.12 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.



## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master TO Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master TO Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master TO Contractors explaining why the Master TO Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a Master TO Contractor elects to submit a TO Proposal, the Master TO Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following DATA.

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

Requirements: A detailed discussion of the Master TO Contractor's understanding of the work and the Master TO Contractor's capabilities, approach and solution to address the requirements outlined in Section 2. in the following response format:

- Assumptions: A description of any assumptions formed by the Master TO Contractor in developing the Technical Proposal.
- Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- Proposed Solution: A description of the Master TO Contractor's proposed solution to accomplish the specified work requirements.
- Proposed Tools: A description of all proposed tools, if any, which will be used to facilitate the work.
- Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.11, Reporting).
- Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- Acceptance Criteria: A statement acknowledging the Master TO Contractor's understanding of the acceptance criteria to be developed as Deliverable # 2.2.2.1

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.

Provide the names, titles, and experience of all proposed personnel who will be involved with rendering and supervising the services rendered under this TO Agreement.

Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

C) Sub-Contractors

- 1) Identify all proposed sub-Contractors and their full roles in the performance of this TORFP Scope of Work.

D) Master TO Contractor and Sub Contractor Experience and Capabilities

- 1) Provide three examples of projects that proposed staff has completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, duration, and outcome of contract supporting the reference.
  - D) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master TO Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
  - E) Normal service hours: Between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
  - F) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
- 2) A Master TO Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master TO Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including: a single total cost (FIXED PRICE) for the services described in this TORPF.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master TO Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- a. Proposed Services- Work Plan (Refer to Section 2)
- b. Experience and Capability for the specified work of Proposed Personnel (Refer to Section 2.2)

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

**ATTACHMENT 1**

**PRICE PROPOSAL**

**CATS TORFP # ADPICS TO # Q00P6211843**

<b>Identification</b>	<b>Deliverable</b>	<b>Proposed Price</b>
Deliverable 1	See Section 2.2.6.1	
Deliverable 2	See Section 2.2.6.2	
Deliverable 3	See Section 2.2.6.3	
Deliverable 4	See Section 2.2.6.4	
Deliverable 5	See Section 2.2.6.5	
Deliverable 6	See Section 2.2.2.6	
Deliverable 7	See Section 2.2.2.7	
Deliverable 8	See Section 2.2.2.8	
Deliverable 9	See Section 2.2.2.9	
Deliverable 10	See Section 2.2.2.10	
Deliverable 11	See Section 2.2.2.11	
Deliverable 12	See Section 2.2.2.12	
	Total Proposed <b>Fixed</b> Price	

SUBMIT THIS WITH THE FINANCIAL RESPONSE

## **ATTACHMENT 2 – TASK ORDER AGREEMENT**

**CATS TORFP# ADPICS PO # Q00P6211843**

**OF MASTER CONTRACT #050R5800338**

This Task Order Agreement (“TO Agreement”) is made this XX day of XX Month, 2006 by and between Task Order TO Contractor ( TO Contractor) and the STATE OF MARYLAND, Department of Public Safety and Correctional Services

IN CONSIDERATION of the mutual promises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO #Q00P6211843.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO #Q00P6211843, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS Master TO Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,

- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of ninety days (90 days) commencing on the date of Notice to Proceed and terminating on XX Month Day, Year.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$ XX. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined in Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is XX Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TTO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Department of Public Safety and Correctional Services

\_\_\_\_\_  
By: XX insert name, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

### **ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, TO Contractor, TO Contractor, TO Contractor, or subTO Contractor or subTO Contractor at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or TO Contractor warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or TO Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or TO Contractor shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or TO Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the TO Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT THIS WITH TECHNICAL RESPONSE



## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master TO Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master TO Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your sub-Contractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subTO Contractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master TO Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

(cONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS MASTER RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS MASTER RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS MASTER RFP from section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**TO Contractor's Contract Administrator:**

Signature

Date

**Proposed Individual:**

Signature

Date

## SUBMIT WITH TECHNICAL RESPONSE

## ATTACHMENT 5 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Emergency Numbers Consulting Services

TO Agreement Number: ADPICS PO #Q00P6211843

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section Number: \_\_\_\_\_

Deliverable Reference ID Number: \_\_\_\_\_

Name of TO Manager: TO Manager

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

## ATTACHMENT 6 – ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Public Safety and Correctional Services

Project Name: Emergency Numbers Consulting Services

TO Manager: Gordon Deans

Department of Public Safety and Correctional Services

115 Sudbrook Lane Suite 201

Pikesville, MD 21208

**To: TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement ADPICS PO #Q00P6211843, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.